

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 587-1244
E-mail Address: michael.b.clack@hawaii.gov
or
marc.s.yamamoto@hawaii.gov

Provide the following information:

- | | | |
|-----------------------|--|--------------------------|
| - Name of Company | - Mailing Address | - Name of Contact Person |
| - Telephone Number | - Facsimile Number | - E-Mail Address |
| - Solicitation Number | - FedEx (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) | |

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Legal Ad Date: September 22, 2006

INVITATION FOR BIDS
NO. PSD 07-NED/O-11

SEALED BIDS
FOR
FURNISHING AND DELIVERING

One (1) 7 Passenger, Mini Van
FOR NARCOTICS ENFORCEMENT DIVISION,
OAHU

will be received up to and opened at 2:00 p.m. (HST)

on

October 6, 2006

in the Planning, Programming and Budget Office, Department of Public Safety, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Questions relating to this solicitation may be directed to Mr. Marc Yamamoto, telephone (808) 587-1215, fax (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov.

Iwalani D. White, Interim Director
Department of Public Safety

Name of Company

PSD 07-NED/O-11

DEPARTMENT OF PUBLIC SAFETY
PSD 07-NED/O-11
One (1) 7 Passenger Mini Van
FOR NARCOTICS ENFORCEMENT DIVISION / OAHU

Procurement Officer
Department of Public Safety
State of Hawaii
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 Rev.(11/15/05), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

Date: _____

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

* _____
Exact Legal Name of Company (Offeror)

E-mail Address _____

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer is hereby submitted for PSD 07-NED/O-11, furnishing and delivering One (1), 7 Passenger Mini Van, for the Narcotics Enforcement Division, as specified herein:

Description

DELIVERY ON ISLAND OF Oahu

One (1) 7 Passenger Mini Van, as specified:

Year _____ Manufacturer _____

Make and Model No.: _____

a. Transmission type: M, A, or L _____

b. Number of Speeds: _____

c. Engine Size – Number of liters & cylinders: _____

TOTAL BID PRICE: \$ _____

Offeror's State License No.: _____

Contact Person: _____

Telephone No.: _____

Service and Repair Facility on the island of Oahu:

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

All vehicles furnished under these specifications shall be **delivered and invoiced not later than one hundred twenty (120) calendar days from the date of the Notice to Proceed** in accordance with the following schedule:

Delivery / Invoicing Address

Department of Public Safety
Narcotics Enforcement Division
3375 Koapaka Street, D-100
Honolulu, Hawaii 96819

Contact: Keith Kamita

Telephone: (808) 837-8470

Facsimile: (808) 837-8474

Offeror: _____
Company Name

GENERAL SPECIFICATIONS

In addition to detailed specifications herein, the following requirements shall form a part of these specifications:

1. Vehicle offered shall include any other standard features not listed but detailed in the manufacturer's brochures and deemed necessary for the proper and safe operation of the vehicle.
2. Manufacturer's standard warranty of 36 months or 36,000 miles and powertrain warranty of 60 months or 60,000 miles from the date the vehicle is placed in service, whichever occurs first. Full coverage shall include cost of parts, labor and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty.
3. Contractor shall provide a copy of the owner-operator manual and service/repair manual at the time the vehicle is delivered.
4. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and new Motor Vehicle Engines; Environmental Protection Agency.
5. Vehicle shall be completely serviced and in full operational condition upon delivery.
6. Accessory or standard equipment installed on the vehicle shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from neglect or from defective workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer except for rust proofing. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
7. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State safety requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
8. Manufacturer's standard Corrosion Protection warranty for a minimum of five (5) years, 60,000 miles and warranty documents.

MINIMUM DETAILED SPECIFICATIONS

All specifications listed represent minimum unless otherwise specified.

	<u>Specifications</u>
1.	MODEL YEAR: 2006 or 2007
2.	MODEL: Mini Van (7 passenger minimum)
3.	WHEEL BASE: 118 inches, minimum 124 inches, maximum
4.	ENGINE: V6, 3.3 liters, minimum 4.5 liters. maximum
5.	TRANSMISSION: 5 speed automatic
6.	STEERING: Variable Power Assisted rack and pinion steering
7.	BRAKES: 4 wheel Disc type (ventilated front), brake assist, 4 wheel ABS
8.	INTERIOR: 7 passenger seating capacity (minimum) Tilt adjustable steering wheel Front, rear and third row (side curtain air bags) Dual front (air bags) Air Conditioning Front and Rear (Dual Zone or Tri Zone) Interior air filtration Power outlets (front and rear) Front/Rear floor mats Factory gauge package Engine immobilizer Cargo nets and tie-downs Cargo mat Cargo tray
9.	EXTERIOR: No daytime running lights Remote anti-theft alarm system Remote entry Power door locks Dual power sliding side doors Remote liftgate release Power windows Dual outside mirrors Roof racks with crossbars Mudguards
10.	COLOR: Gray / Gray (exterior / interior) Silver / Gray White / Gray Manufacturer's standard color(s)

11. Manuals/Technical Successful bidder shall furnish a set of factory service Bulletins: manuals containing system description/service procedures; a set of service special manuals, service labor time, Power train control/emission diagnosis manuals, specified vehicle parts book or a supplemental special part listing on police packaged vehicles. All manuals are to be complete and furnished with the delivery of the vehicle. (CD's acceptable)

All technical and service bulletins pertaining to service/repair revisions and identification of new replacement parts from the vehicle manufacturer shall be provided by the successful bidder to the Narcotics Enforcement Division-Hilo Section on a timely basis.

12. OTHER: Three (3) sets of keys.
Operator's Manual
Basic warranty 3 yr. / 36000 miles
Drivetrain warranty 5 yr. / 60000 miles
Corrosion warranty 5 yr. / 60000 miles

13. Contact Person: Keith T. Kamita, Narcotics Enforcement Division – Administrator
Telephone (808) 837-8470, Facsimile (808) 837-8474.

Contractor shall coordinate, and install Department supplied vehicle graphics to exterior of vehicle. Note: Verify vehicle ordered has not had a major body model change, which may impede the graphics installation of Department, supplied graphics set.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

PPB-PC	=	Department of Public Safety, Planning, Programming and Budget Office—Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 Revised November 15, 2005 by the Department of the Attorney General.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE

The furnishing and delivering of One (1) 7 Passenger Mini Van for the Narcotics Enforcement Division, Hawaii Section in the Department of Public Safety shall be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 Rev. (11/15/05) by reference made a part hereof and available at the PPB-PC and on the internet at <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

FEDERAL FUNDS AS RECEIVED

It is understood and agreed to by all bidders that the contract resulting from this IFB/RFP shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

TERM OF CONTRACT

Offerors shall offer a vehicle in their current inventory meeting the specifications. Vehicle furnished under these specifications shall be delivered **within ONE HUNDRED TWENTY calendar days from the commencement date on the Notice to Proceed.**

CONTRACT ADMINISTRATOR

The Contract Administrator, acting either directly or through their authorized representatives for this agreement, are the contact persons listed on Offer Form, page OF-2 with their telephone numbers.

OFFEROR QUALIFICATION

Service Facility. At the time of bidding, Offeror shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the

vehicles and any accessories offered. Such facility shall be located on the island where the vehicle(s) is being delivered.

If an Offeror does not have a facility on the applicable island where the vehicle will be serviced, Offeror shall arrange with a company on that island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the Offer Form, page OF-2. The State reserves the right to inspect the Offeror's repair and service shop to determine acceptability under this requirement. Failure on the part of the Offeror to meet this requirement shall result in rejection of Offeror's offer.

State License. Chapter 437, Hawaii Revised Statutes (HRS), as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective Offerors who are interested in selling vehicles to the State of Hawaii shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the Offer Form, page OF-2.

Section 437-2(e), HRS, provides that, notwithstanding any provisions of Chapter 437, HRS, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding Section 437-2(b), HRS.

"Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, Hawaii Administrative Rules (HAR). Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If the Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the Offeror's intent to be bound.

Bid Price. Bid price quoted herein shall include delivery to destination, all applicable taxes, and any other costs incurred to furnish and deliver the vehicle(s) specified herein. Bid price shall also include the costs for installation of accessories, modification of unit, and instructional training in use of the accessory equipment and vehicles. Bid price shall be the all-inclusive cost to the State and no other charges will be honored.

Offer Guaranty. An offer guaranty is not required for this solicitation.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected.

Tax Liability. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET, currently 4%. If, however, an Offeror is exempt by the Hawaii Revised Statutes (HRS) from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the bid price submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Make, Model and Other Information. Offeror must identify on the Offer Form, the year of manufacture, the exact manufacturer name, and make and model number of the vehicle(s) offered. Failure to do so or the inclusion of remarks, such as "as specified" shall be sufficient grounds for rejection of the offer.

If additional space is needed to provide complete product identification, Offeror may attach a separate sheet to the offer for that purpose. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers. Failure to offer vehicle and equipment as specified will result in rejection of the offer.

Brochures and Specifications Literature. Unless previously submitted to the Department of Public Safety, the Offeror shall submit with the offer, current brochures and/or specifications literature. Upon request, Offeror shall furnish at his/her own expense and within five (5) working days from the date of the State's request, any further information required to determine acceptability of vehicle(s) or accessory equipment offered.

OFFER SUBMITTAL

Offeror must submit the offer in a sealed envelope identified with the following information:

Offeror's name, address, and telephone number;
The words, "INVITATION FOR BIDS";
The Invitation for Bids number and title;
The date and time of the bid opening;
The words, "Attention PPB, Purchasing and Contracts".

Offers will be received up to the time and date fixed in the public notice for opening of bids, or as amended. Offers failing to meet the bid opening deadline shall not be considered for award.

FAXED DOCUMENTS

Faxed offer submittals will not be accepted. Faxed informational documents will be accepted.

OFFER INSPECTION

At the bid opening, all offers may be inspected after having been publicly read, provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of bid opening, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

METHOD OF AWARD

Award, if any, shall be made to the responsible and responsive Offeror submitting the lowest Total Bid Price for that item.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the PPB-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PPB-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the PPB-PC. However, the tax clearance certificate shall be submitted to the PPB-PC.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the **PPB-PC**. A photocopy of the certificate is acceptable to the PPB-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us/formsall.shtml or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the PPB-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the PPB-PC. However, the certificate shall be submitted to the PPB-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PPB-PC. A photocopy of the certificate is acceptable to the PPB-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance"

indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the **PPB-PC** as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

OFFER ACCEPTANCE

The State's acceptance of an offer, if any, will be made within ninety (90) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the ninety (90) day period.

CONTRACT EXECUTION

The State reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and GTC incorporated in the solicitation. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

QUALITY OF EQUIPMENT

Vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. The vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from new Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

Vehicles furnished under these provisions shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render the vehicles unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Damaged or rejected items shall be immediately removed and replaced with items of the quality required by these specifications. Failure to replace or remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him/her by the contract.

The State may, at any time, by written order, stop the delivery of any vehicle not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

DELIVERY

Vehicle furnished under these specifications shall be delivered to the location listed on Offer Form, page OF-2 no later than ONE HUNDRED TWENTY calendar days from the commencement date on the Notice to Proceed.

Prior to delivery, Contractor shall contact the State representative listed on Offer Form, page OF-2 to coordinate delivery of the vehicle(s). Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instructions in the use of equipment and vehicle operations.

REQUIRED CERTIFICATES

1. Hawaii Safety Inspection Certificate (in duplicate) and decal
2. Application for Registration of Passenger Carrying Motor Vehicle Form
3. Odometer Certificate
4. Notarized Certificate of Bill of Sale (not required for Oahu dealerships)
5. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g., vehicles with post-factory modifications or alterations). Certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight shall be unacceptable.

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment for the vehicles delivered will not be made without submittal of necessary certificates. The State shall be responsible for registering and licensing of the vehicles; this procedure shall be conducted in the City and County of Honolulu. Contractor shall provide temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his/her contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his/her control, provided Contractor submits a written notification of such delay prior to the delivery deadline. This notification shall be submitted to the Department of Public Safety's Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall send an original and three (3) copies of the invoice to the following address. Contractor shall reference the contract number and the Invitation for Bids number on the invoice for payment.

State of Hawaii
Department of Public Safety
Narcotics Enforcement Division
919 Ala Moana Boulevard, 4th Floor
Honolulu, Hawaii 96814

A tax clearance certificate, not over two (2) months old with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the Form is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State shall not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

No payment, whether partial or final, shall be construed to be an acceptance of a defective or unacceptable product.

WARRANTY

Contractor shall provide full manufacturer's warranty for the vehicles delivered. The standard vehicle warranty period shall be for a minimum of 36,000 miles or three (3) years, a powertrain warranty period for a minimum of 60 months or 60,000 miles and a corrosion warranty for a minimum of 60 months or 60,000 miles from the date the vehicles are accepted and placed into services, whichever occurs first. Full coverage shall include costs for parts, labor, and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with the vehicles and shall detail the manufacturer's obligations and warranty procedures.

RECALL NOTIFICATION. Offeror shall immediately notify the Department of any defects found in vehicle or equipment and shall replace same with an approved replacement.

RECORDS RETENTION

The Contractor and any subcontractors shall maintain the books and records that relate to this agreement and any cost or pricing data for three (3) years from the date of final payment under the agreement.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the wall at room 413 Planning, Programming and Budget Office-Purchasing and Contracts, 919 Ala Moana Boulevard, Honolulu, Hawaii 96814.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Director, Department of Public Safety, 919 Ala Moana Boulevard, 4th Floor, Honolulu, Hawaii 96814.

Reference: _____ PSD 07-NED/O-11
 (Contract Number) **(IFB/RFP Number)**

_____ affirms it is in
 (Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to
include the following:

- maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Signature: _____

Print Name: _____

Title: _____

Date: _____